Telecommunications System Development Agreement

Among

Oklahoma Office of State Finance

Oklahoma Turnpike Authority

Oklahoma Department of Transportation

and

MBO Video, Inc.

TELECOMMUNICATIONS SYSTEM DEVELOPMENT AGREEMENT

THIS TELECOMMUNICATIONS SYSTEM DEVELOPMENT AGREEMENT (this "Agreement") is made and entered into as of this first day of June, 1996 (the "Effective Date"), by and among the Oklahoma Office of State Finance, an agency of the State of Oklahoma ("OSF"), the Oklahoma Turnpike Authority, an instrumentality of the State of Oklahoma ("OTA"), the Oklahoma Department of Transportation, an agency of the State of Oklahoma ("ODOT"), and MBO Video, Inc., an Oklahoma Corporation ("MBO"). OSF and OTA are sometimes individually referred to herein as an "Agency" and collectively as the "Agencies".

RECITALS

- A. Each Agency is the owner of certain rights-of-way (by fee, license, grant or other interest) within certain real property in the State of Oklahoma upon which it operates its facilities.
- B. MBO desires to acquire from each Agency certain rights and privileges (as hereinafter described, defined and limited) in, on, upon, over, under, across and through certain portions of each Agency's rights-of-way, as necessary and convenient to permit and enable MBO to design, survey, engineer, construct, install, operate, maintain, repair, remove and replace the MBO System, a fiber optics telecommunications system (as hereinafter described, defined and limited).
- C. The Agencies desire to acquire from MBO certain rights and privileges (as hereinafter described, defined and limited) in and with respect to certain dark fibers (as hereinafter described, defined and limited) which shall be installed by MBO on certain portions of the Agencies' rights-of-way concurrently with the installation of the MBO System.
- D. In consideration of the grant of such rights and privileges by each Agency, MBO will grant to each Agency, on the terms and subject to the conditions and limitations of this Agreement, an exclusive right to use the said dark fibers.
- E. In consideration of the grant of such rights and privileges by MBO, each Agency will grant to MBO, on the terms and subject to the conditions and limitations of this Agreement, a non-exclusive right to use the said portions of the Agencies' rights-of-way.
- F. In order to effectuate the intent of the forgoing, MBO and the Agencies desire to enter into a contractual relationship, realizing that close cooperation and good faith in the implementation of this Agreement are critical to the success of their respective operations, and each will work diligently to achieve their common objectives.

AGREEMENT

IN CONSIDERATION OF THE FOREGOING RECITALS AND THE RESPECTIVE COVENANTS, AGREEMENTS, REPRESENTATIONS AND WARRANTIES CONTAINED HEREIN, THE PARTIES AGREE AS FOLLOWS:

ARTICLE 1

DEFINITIONS

- 1.1 <u>Defined Terms</u>. Unless otherwise defined, capitalized terms used herein shall have the following meanings:
- a) "Agency Fibers" shall mean collectively the OTA Fibers and the OSF Fibers (as hereinafter described, defined and limited).
- b) "Agency's FOC" shall mean collectively the existing fiber optic cable connecting Oklahoma State University, in Stillwater, Oklahoma, with the headquarters building of the Regents for Higher Education, Oklahoma City, Oklahoma, and the existing fiber optic cable connecting the headquarters building of the Regents for Higher Education, in Oklahoma City, Oklahoma, with the Telecommunications Center of the University of Oklahoma, in Norman, Oklahoma.
- c) "Agency's Representative" shall mean the person or persons designated by each Agency to receive notices under this Agreement when any notice to an Agency's Representative is required by any term or provision of this Agreement. Each Agency may designate different representative to receive notices for different purposes, as determined from time to time by each Agency; but each designated representative and each successor representative shall be identified by each Agency in a written notice to MBO.
- d) "Agency System" shall mean collectively the OTA System and the OSF System (as hereinafter described, defined and limited).
- e) "Approved System Segments" shall mean collectively the segments, sections or portions of the Rights-of-Way (as hereinafter defined) on which the System (as hereinafter defined) will be installed, identified on Exhibit C attached hereto and made a part hereof by this reference.
- f) "<u>DS-3</u>" shall mean a circuit meeting the specifications set forth in AT&T Technical Reference Pub. 54014 Addendum 1, November 1992 and Bellcore TB-NWT-608499, Issue 5 December 1993.

- g) "MBO FOC" shall mean the fiber optic cable to be installed by MBO on, upon, over, under, across or through each of the Approved System Segments, on the terms and subject to the conditions of this Agreement.
- h) "MBO System" shall mean the telecommunications transmission system installed by MBO on, upon, over, under, across or through each of the Approved System Segments, including the MBO FOC and such number of Regenerator Sites and all electronics and other equipment, which MBO deems appropriate to create a fiber optic communications transmission system; provided, however, that the MBO System shall not include any part of the Agency System or the Agency Fibers.
- i) "Maps" shall mean maps of the Rights-of-Way and plan and profile drawings, engineering and architectural data regarding bridges, terminals and other obstacles previously and hereafter compiled by an Agency pertaining to its Rights-of-Way.
- j) "OC-3" shall mean an optical carrier level line rate of 155.52 Mb/s having a capacity approximately equal to three DS-3s, and meets the specifications set forth in BellCore Synchronous Optical Network Transport Systems: Common Generic Criteria GR-253-CORE, Issue 2, December 1995.
- k) "OSF Fibers" shall mean collectively the dark fibers identified and described in paragraph 3.1 of this Agreement which shall be made available by MBO, when the MBO FOC has been installed, for the exclusive use of OSF.
- 1) "OSF System" shall mean the fiber optic communications transmission system operated by OSF using the Agency FOC and the OSF Fibers.
- m) "OTA Fibers" shall mean collectively the dark fibers identified and described in paragraph 3.1 of this Agreement which shall be made available by MBO, when the MBO FOC has been installed, for the exclusive use of OTA.
- n) "OTA System" shall mean the fiber optic communications transmission system operated by OSF using the Agency FOC and the OTA Fibers.
- o) "Regenerator Site" shall mean a facility in which equipment is located which receives, regenerates and retransmits an opti/electronic telecommunications transmission signal, together with all attendant equipment and structures appurtenant thereto, including power sources.
- p) "Rights-of-Way" shall mean the real property and rights thereto utilized by the Agencies for the highway and turnpike facilities described on Exhibit A, attached hereto and made a part hereof by this reference, which are owned, operated, leased or controlled by the Agencies pursuant to existing grants, easements, leases, franchises, licenses or other agreements or arrangements.
- q) "System" shall mean collectively the MBO System and the Agency System.

1.2 Other Defined Terms. The following capitalized terms shall have the meanings given to them in the corresponding Articles set forth below:

<u>Terms</u>	<u>Article</u>
Agency	Introduction
Agencies	Introduction
Agreement	Introduction
Approved Plans	Article 5.3
Change	Article 5.4(a)
Creek Fibers	Article 3.1
Effective Date	Introduction
Highway 75 Fibers	Article 3.1
Liens and Encumbrances	Article 15.1
MBO	Introduction
Morrison Extra Fibers	Article 3.1
Morrison Fibers	Article 3.1
Norman Transmission Capacity	Article 3.1
ODOT	Introduction
OSF	Introduction
OSF	Introduction
OSF-Cimarron Fibers	Article 3.1
OTA	Introduction
OTA-Cimarron Fibers	Article 3.1
OTA-Muskogee Fibers	Article 3.1
Representative	Article 6.7
System Materials	Article 6.1(a)
Working Drawings	Article 5.3

ARTICLE 2

GRANT OF RIGHTS TO MBO

2.1 <u>Use of Rights-of-Way</u>. Each Agency hereby grants to MBO, during the term of this Agreement and each renewal term hereof, a nonexclusive right to use the Approved System Segments for the following purposes consistent with the terms of this Agreement: (a) to design, survey, engineer, construct, install, operate, maintain, repair, remove and replace the MBO System; and, in connection therewith (b) to install, maintain, repair, remove and replace the Agency Fibers. MBO hereby accepts the grant of such nonexclusive right from the Agencies for such purposes.

2.2 <u>Use of Existing Cable.</u>

- a) OSF grants to MBO the exclusive right to use four dark fibers in the existing Agency FOC between Oklahoma State University, Stillwater, Oklahoma and the headquarters building of the Regents for Higher Education, Oklahoma City, Oklahoma.
- b) OSF grants to MBO the exclusive right to use four existing fibers currently in use by the Regents for Higher Education in the existing Agency FOC between the headquarters building of the Regents for Higher Education, Oklahoma City, Oklahoma and the Telecommunications Center in the University of Oklahoma, Norman, Oklahoma.

ARTICLE 3

GRANT OF RIGHTS TO THE AGENCIES

- 3.1 Agency Fibers: Telecommunications Capacity. MBO hereby grants to the Agencies, during the term of this Agreement and each renewal term thereof, as hereinafter specifically provided with respect to each Agency, an exclusive right to use certain dark fibers in the MBO FOC, as and when the said fibers have been installed by MBO in accordance with the terms of this Agreement.
- a) MBO grants to OTA an exclusive right to use four dark fibers (the "OTA-Cimarron Fibers") from the Oklahoma State University, Stillwater, Oklahoma to the University Center at Tulsa, Tulsa, Oklahoma via the Cimarron Turnpike.
- b) MBO grants to OSF an exclusive right to use four dark fibers (the "OSF-Cimarron Fibers") from the Oklahoma State University, Stillwater, Oklahoma to the University Center at Tulsa, Tulsa, Oklahoma via the Cimarron Turnpike.
- c) MBO grants to OTA an exclusive right to use four dark fibers (the "Morrison Fibers") looped from OTA-Cimarron Fibers located at a hand hole located along the Cimarron Turnpike to the Cimarron Turnpike Maintenance Facility, Morrison, Oklahoma and returning to the OTA-Cimarron Fibers.
- d) MBO grants to OTA an exclusive right to use two dark fibers (the "Morrison Extra Fibers") from the Oklahoma State University, Stillwater, Oklahoma to the Cimarron Turnpike Maintenance Facility, Morrison, Oklahoma.
- e) MBO grants to OTA an exclusive right to use four dark fibers (the "OTA-Muskogee Fibers") from the University Center at Tulsa, Tulsa, Oklahoma to Conners State College, Muskogee, Oklahoma (located at the Highway 62 exit in Muskogee) via the Muskogee Turnpike.

- f) MBO grants to OSF an exclusive right to use four dark fibers (the "OSF-Muskogee Fibers") from the University Center at Tulsa, Tulsa, Oklahoma to Conners State College, Muskogee, Oklahoma (located at the Highway 62 exit in Muskogee) via I-244 in Tulsa, Oklahoma and via the Muskogee Turnpike with a hand hole located at the OETA Transmission Center in Tulsa, Oklahoma.
- g) MBO grants to OTA an exclusive right to use four dark fibers (the "<u>Creek Fibers</u>") looped from the OTA-Muskogee Fibers located at a hand hole located along the Broken Arrow Expressway, Tulsa, Oklahoma along a route on the Mingo Valley Expressway, Tulsa, Oklahoma through the Creek Turnpike, Tulsa, Oklahoma West to U.S. Highway 75, Tulsa, Oklahoma and returning to the OTA-Muskogee Fibers.
- h) MBO grants to OSF an exclusive right to use transmission capacity on four protected fibers in the amount of one OC-3 and 21 DS-3s (the "Norman Transmission Capacity"). The transmission capacity will be provided from the Regents for Higher Education Headquarters Building Oklahoma City, Oklahoma to the Telecommunications Center in the University of Oklahoma, Norman, Oklahoma.
- i) At the sole option and in the sole discretion of MBO, and subject to the acquisition by MBO of all necessary permits or licenses pertaining thereto from local, state and federal governmental authorities, including but not limited to ODOT, MBO may design, construct, install and operate a fiber optic cable on ODOT controlled right-of-way North along U.S. Highway 75, Tulsa, Oklahoma from the Creek Turnpike, Tulsa, Oklahoma to State Highway 412, Tulsa, Oklahoma which, if constructed and installed, will connect at both ends to the MBO System and Agency System. If such fiber optic cable is constructed and installed on and along such right-of-way, and when such fiber optic cable becomes operational, MBO grants to OTA an exclusive right to use four dark fibers in such fiber optic cable (the "Highway 75 Fibers"). MBO shall provide four open appearances along this route, in addition to the open appearances specified in section 3.2 hereof, for the Agency Fibers in buried hand holes at locations specified by the Agencies prior to the Approved Plans. MBO shall allow each Agency access to the Agency Fibers at these open appearance locations; provided, however, that such access shall be subject to MBO supervision on not less than forty-eight (48) hours prior notice to MBO.
- 3.2 Open Appearances. MBO shall provide 30 open appearances for the Agency Fibers in buried hand holes at locations specified by the Agencies prior to the Approved Plans. MBO shall allow each Agency access to the Agency Fibers at these open appearance locations; provided, however, that such access shall be subject to MBO supervision on not less than forty-eight (48) hours prior notice to MBO.
- 3.3 <u>Right to Use Fibers</u>. OTA, OSF and MBO shall each have an unrestricted right to use their respective fibers in the System for any lawful purpose without approval or consent from any of the other parties to this Agreement.

NONEXCLUSIVITY

The rights granted by the Agencies under this Agreement, with respect to the use by MBO of the Approved System Segments, shall be nonexclusive rights. Each Agency shall continue to use its respective Rights-of-Way and shall be permitted to grant other and additional rights of use or occupation in its respective Rights-of-Way by one or more persons or entities; provided, however, that any right of use or occupation hereafter granted by either Agency in its respective Rights-of-Way shall not interfere with, obstruct or impair the rights granted to MBO under this Agreement. The rights granted by the Agencies under this Agreement, with respect to the use by MBO of certain fibers in the Agency FOC, shall be exclusive rights in favor of MBO.

ARTICLE 5

WORKING DRAWINGS, APPROVED PLANS AND SCHEDULES

- 5.1 Agency Information. To facilitate MBO's planning of the route within the Approved System Segments, each Agency shall allow MBO to view, at the Agency's location, available Maps, charts, engineering rights-of-way, steam tunnels, pipeline documents and other engineering data and documentation pertaining to the Approved System Segments and the physical condition thereof, including the location and nature of all power stations, substations and other improvements, as well as all relevant engineering data and plans relating thereto. MBO may request and obtain, at its sole cost and expense, copies of such information. Each Agency shall allow MBO to view, at the Agency's location, available title documentation with respect to the Approved System Segments and/or restrictions on the right to use and to occupy the same for the purposes intended by this Agreement. MBO may request, at its sole cost and expense, copies of such title documentation; provided, however, that the availability of such title documentation to MBO shall not alter, affect or diminish the Agencies' warranties to MBO with respect to the Rights-of-Way. Each Agency shall make available to MBO, as soon as practicable, any relevant available information on pending highway or turnpike relocation or improvement projects by an Agency along the Approved System Segments. All requested copies of the documents referred to above pertaining to the Approved System Segments, including but not limited to title documentation, shall be provided by each Agency to MBO at a cost that does not exceed the actual cost of reproduction incurred by the Agency, plus reasonable overhead expense, if any.
- 5.2 <u>Joint Inspection and Surveys by MBO</u>. Each Agency agrees to participate with MBO or its agents in a joint inspection of the Approved System Segments situated within its Rights-of-Way for the purpose of identifying problem areas and defining the final route for the

MBO FOC. Agency personnel accompanying MBO on the inspection shall have the knowledge and authority to generally guide the detailed routing in a manner to minimize interference with Agency operations. MBO shall, at its sole cost and expense, survey and submit the preliminary route to the Agency marked on a Map. Following each submission of the preliminary route, the Agency shall approve the same in whole or in part or raise any objections thereto, which objections shall be stated in writing and in reasonable detail and include a statement of the necessary modifications required to obtain approval. Upon receipt of any Agency objections to the preliminary route, MBO may modify the proposed route with respect to which such objections were noted by making appropriate changes thereto and resubmit the same to the Agency for its approval or objection as aforesaid. Approval of the preliminary route by the Agencies and MBO shall serve as the basis for MBO to initiate formal engineering to design the detailed route and construction plan. MBO shall have no obligation under this Agreement to initiate engineering until the preliminary route for the MBO FOC has been approved by the Agencies and MBO. In the event that MBO and the Agencies are unable to agree on the preliminary route, as aforesaid, MBO shall have the right to terminate this Agreement by giving written notice of termination to each Agency.

5.3 Preparation of Working Drawings. MBO shall, at its sole cost and expense, prepare and submit to the appropriate Agency construction plans ("Working Drawings") for construction of the System on the Approved System Segments. Following each submission of the Working Drawings, the Agency shall approve the same in whole or in part or raise any objections thereto, which objections shall be stated in writing and in detail and include a statement of the necessary modifications required to obtain approval. Upon receipt of any Agency objections to the Working Drawings, MBO may correct the Working Drawings with respect to which such objections were noted by making appropriate changes thereto and resubmit the same to the Agency for its approval or objection as aforesaid. The approved Working Drawings are hereinafter referred to as the "Approved Plans." MBO shall have no obligation under this Agreement to commence construction or installation of the MBO FOC or the Agency Fibers until the Working Drawings have been approved by the Agencies and MBO. In the event that MBO and the Agencies are unable to agree on the Working Drawings, as aforesaid, MBO shall have the right to terminate this Agreement by giving written notice of termination to each Agency.

5.4 Changes to Approved Plans.

- a) During the initial construction, MBO may make changes in its work hereunder, consisting of modifications or other changes within the general scope of the Agreement (a "Change"); provided, however, that (i) any Change in the route of the System which is outside the perimeter of the Approved System Segment, (ii) any additional excavation, or (iii) any relocation of a Regenerator Site shall, in any such event, be subject to the review and approval of the Agency that approved the Approved Plans.
- b) When MBO becomes aware of a Change for which the consent of an Agency is required hereunder, MBO shall, at its sole cost and expense, promptly prepare and submit to the appropriate Agency an explanation of the basis therefor, and shall inform the

Agency whether such Change should result in an adjustment to the Approved Plans or any other provision of this Agreement. A written change order describing the Change, its effect, if any, on the Approved Plans and any other provision of the Agreement which is affected shall be entered into by the parties in order for the Change to be effective.

5.5 <u>Construction Schedule</u>. Upon approval by the Agencies of the Working Drawings, MBO may enter the Rights-of-Way for the purpose of commencing installation of the System. Prior to entry, MBO shall provide a schedule for construction activities, including estimated dates and locations.

ARTICLE 6

CONSTRUCTION OF SYSTEM

6.1 Construction of System.

a) MBO, at MBO's sole cost and expense, shall furnish all necessary materials, parts, components, equipment and structures to accomplish this Agreement. Any and all property constructed and/or installed and subsequently operated or maintained by MBO, or at the directions of MBO, including all fiber optic cable, conduit, carrier pipe, repeaters, power sources and all other attachments and appurtenances thereto (collectively, the "System Materials") shall be and remain at all times the property of MBO, and shall at no time be deemed to be the property of any Agency, regardless of the manner or method of attachment to or installation in, on, upon, over, under, across and through the Rights-of-Way.

6.2 Conditions of Construction.

- 6.2.1 Roadway. Where cable is buried near the edge of pavement, MBO shall take particular care to avoid damaging the pavement. All crossings under pavement, including but not limited to the main roadway, entry ramps, and exit ramps are to be bored and conduit installed, as approved by the appropriate Agency.
- 6.2.2 <u>Construction Corridor</u>. MBO shall be granted the use of a 24 foot wide construction corridor, where available, be determined by the appropriate Agency, along the planned construction routes. Construction equipment must stay within this corridor unless deviations are necessitated by unforeseen obstacles.

6.2.3 <u>Temporary Installation Facilities</u>.

a) MBO shall maintain all temporary facilities, material and equipment in a safe and adequate manner and remove them with reasonable promptness upon completion of the work requiring their presence.

b) During construction of the system, MBO shall erect, at its expense, temporary fencing where reasonably required or deemed necessary by the Agency.

6.2.4 Excavating, Trenching and Plowing.

- a) The use of explosives shall not be allowed without prior authorization of the Agency.
- b) Damage to banks and ditches caused by the equipment shall be immediately repaired to the satisfaction of the Agency.
- c) Conduit/Cable Trenching and Plowing shall consist of a trench or cut. The minimum depth of the trench or cut on OTA Rights-of-Way shall be thirty-six (36) inches. The minimum depth of the trench or cut on ODOT Rights-of-Way shall be in accordance with ODOT standards. The trench or cut shall be neat and clean cut without disturbing any of the adjacent soil or ground cover. The FOC must be placed in pipe or conduit as approved by the appropriate Agency.
- d) MBO shall promptly repair any damage to fences, lawns, shrubbery and any other property damaged during construction.
- 6.2.5 Boring. The pavement shall not be disturbed and the location of boring and pushing pits are subject to approval of the appropriate Agency. Excessive use of water such that pavement might be undermined or subgrade softened shall not be permitted. The FOC crossing under roadways shall be at a location and depth as determined by state or local conditions, laws, regulations or orders of public authorities and shall be encased in pipe or conduit as approved by the appropriate Agency.
- 6.2.6 <u>Vaults and Pull Boxes</u>. The top of the vault and pull boxes are to be constructed in such a manner that the tops are flush with the adjacent ground line. The location of vault and pull boxes are subject to approval of the appropriate Agency.
- 6.3 <u>Completion of Construction and Installation</u>. All construction and installation work on the System shall be completed in accordance with the schedule described on <u>Exhibit B</u>, attached hereto and made a part hereof by this reference.
- 6.4 <u>Standards and Warranty</u>. Any and all work by MBO, its contractors or agents, shall be done in a good and workmanlike manner and so as not to interfere with any of the Agency operations. All installations must meet or exceed applicable standards and specifications of the State of Oklahoma and the United States of America in effect at that time and shall further be in compliance with all existing federal, state or local laws, ordinances and regulations and MBO, at its expense, shall obtain all permits and approvals required to implement the work required to be performed by it under this Agreement. In no case shall any part of the System be located in a manner that will interfere with any operations of the Agency, its existing permits, licenses or lessees.

- 6.5 MBO Right to Attach. With prior written approval from the appropriate Agency, MBO may use an Agency's available cable conduit, bridge attachments and similar facilities in its installation and construction of the Systems, subject to terms and conditions which maybe imposed by the Agency.
- 6.6 Other Public Utilities. The FOC crossing over or under other existing public utilities shall be located and installed in accordance with local conditions, laws, orders of public authorities, and such requirements as may be stipulated by the public authority. If in the conduct of such work, any changes or alterations in pipelines, sewers, drains, conduits, fences, power, signal or communication lines or other utilities are necessary (either temporary or permanent), such changes shall be made at MBO's sole cost and expense.
- 6.7 <u>Restoration of Rights-of-Way</u>. Upon completion of the installation or any replacement, repair or relocation of the System, MBO shall promptly return the ground to the same condition to that which existed prior to such work, in a manner satisfactory to the affected Agency's individual or field representative position (each, respectively, a "Representative").
- 6.8 <u>Delivery of As-Built Drawings</u>. Within 90 days after completion of the installation of the System on each Approved System Segment, MBO shall, at its sole cost and expense, prepare and submit to each Agency "as-built" prints showing the location of the System within such Agency's Rights-of-Way.

PERMITS

General Responsibilities. MBO, at its sole cost and expense, shall secure and maintain in effect all federal, state, and local permits and licenses required for the design, construction, installation, repair, maintenance and operation of the System, including, without limitation, zoning, building, health, environmental or communication permits or licenses, and MBO shall indemnify and hold harmless the Agencies against any loss, cost or expense therefor and against any fines or penalties that may be levied for failure to procure or to comply with such permits or licenses as well as any remedial cost to cure violations thereof. Each Agency agrees to cooperate with MBO in securing on a timely basis all necessary approvals, permits and licenses from all governmental authorities and/or other parties having jurisdiction or approval rights in respect of the use and occupation of the Rights-of-Way. If MBO, after reasonable effort and diligence, is unable to obtain all of the necessary permits and licenses from federal, state and local government authorities for the design, construction, installation or operation of the System on any Approved System Segment, MBO may terminate, at the option of MBO, the obligations of MBO under this Agreement with regard to the design, construction, installation or operation of the System on such Approved System Segment by giving written notice thereof to the Agencies. The parties acknowledge and agree that the exercise of "reasonable effort and diligence" by MBO with respect to any required permit or license, as such phrase is used herein, shall not require that MBO (a) commence or prosecute any litigation or any administrative proceeding of an adversarial nature in any court or before any administrative agency against any governmental authority or any other person or entity or (b) expend an amount for costs and expenses which is unreasonable when compared to the costs and expenses generally required to obtain a similar permit or license from a particular governmental authority. Any other term, condition or provision of this Agreement to the contrary notwithstanding, the Agencies and MBO acknowledge and expressly agree that this Agreement and the respective obligations of the parties hereunder are and shall be subject to the acquisition by MBO of all necessary permits, licenses, consents and approvals from ODOT for the design, construction, installation and operation of the System on right-of-way owned or controlled by ODOT, to the extent that the use of ODOT owned or controlled right-of-way is contemplated or required by this Agreement, including but not limited to all controlled access highway right-of-way and all interstate highway right-of-way.

ARTICLE 8

MBO's RIGHT OF ENTRY

The rights granted to MBO in Article 2.1, above, shall include the right for MBO to enter the Rights-of-Way with its employees, agents and contractors in order to exercise MBO's rights under this Agreement, subject to the following requirements:

- 8.1 <u>Notice Required</u>. Except for emergency situations, whenever MBO or its employees, agents or contractors desire to enter upon the Rights-of-Way in connection with any activities related to the System, MBO shall notify the Agency, in writing, forty-eight (48) hours in advance and the notice must explain the scope and estimated duration of the anticipated entry. MBO shall receive written approval from the Agency's Representative prior to entry. If such scope and duration changes, additional notice shall be given and approval solicited.
- **8.2** Emergency Situations. In the event of any emergency impacting upon the MBO System, or any portion thereof, MBO shall verbally or by facsimile give the appropriate Agency's Representative advance notice prior to entry upon the affected portion of the Rights-of-Way.
- 8.3 Entry on the Turnpikes. OTA shall provide reasonable access to the Oklahoma Turnpikes during engineering, construction and installation of the System. After completion of engineering, construction and installation, ingress and egress to the Oklahoma Turnpikes shall be at the then prevailing OTA rates.

FACILITY LOCATION SIGNS

MBO, at its sole cost and expense, shall furnish, erect and thereafter maintain signs identifying all MBO underground facilities. Such signs shall be placed along the outermost Right-of-Way lines in accordance with industry standards of the telecommunications industry and as approved by the Agency's Representative.

ARTICLE 10

MAINTENANCE OF SYSTEM

- 10.1 General Maintenance. Upon completion of the MBO System and during the term hereof and any renewal term, MBO shall, at its sole cost and expense, be responsible for the maintenance and repair of the MBO System and the Agency Fibers, including replacement of individual fibers and any maintenance as is necessary for the operation of the MBO System and the Agency Fibers; provided, however, if any Agency Fibers are damaged or should require repair or replacement as a result of (a) damage caused during installation or maintenance of the electronics on the Agency Fibers, (b) any gross negligence or intentional misconduct by or on the part of an Agency or any agent, servant or employee of an Agency or (c) any defect in or any malfunction of any electronics connected to the Agency Fibers, constituting a part of the Agency System, MBO shall have no obligation to repair or replace the damaged Agency Fibers and the Agencies shall have no right to use the damaged Agency Fibers, unless the Agencies agree in writing to reimburse MBO the reasonable costs of repairing or replacing the damaged Agency Fibers. MBO may, at its option, subcontract for maintenance and restoration services hereunder.
- 10.2 <u>Agency Maintenance</u>. Each Agency agrees to cooperate with MBO to restore damaged or malfunctioning portion(s) of the MBO System and the Agency Fibers as soon as reasonably possible. Each Agency acknowledges the critical importance to MBO of the uninterrupted operation of the MBO System, and to each Agency the uninterrupted operation of the Agency Systems, and MBO agrees to arrive at the site within eight hours after receiving notice of the existence of a problem.
- 10.3 <u>Certain Notices to MBO</u>. Each Agency will use its best efforts to give forty-eight hours prior notice to MBO if the Agency has knowledge that any person will be digging or trenching on any part of the Rights-of-Way within thirty feet of the MBO FOC; <u>provided</u>, <u>however</u>, that neither Agency shall be responsible or liable to MBO or any other person for any loss, injury or damage caused by or resulting from any failure to give such forty-eight hour notice or any other prior notice; and, provided further, that MBO shall not be responsible or liable to the Agencies or any other person for any loss, injury or damage caused by or resulting from an failure to act on such notice given by either Agency.

MBO UTILITY REQUIREMENTS

At each Regenerator Site, MBO may have the requirement for utilities such as auxiliary and primary power sources. If the installation of such utilities was omitted from the Working Drawings, and thereby not approved by the appropriate Agency, the installation of such utilities and route of access shall be subject to approval of the Agency's Representative.

ARTICLE 12

RELOCATION

12.1 Relocation.

- a) Subsequent to initial construction of the System, if MBO determines that the MBO System or the location thereof must be changed or altered within the Approved System Segments because of MBO operations or planned operations, or MBO desires to renew, replace, repair or alter any of its structures, properties, facilities or appurtenances or to construct new ones, MBO shall, at its sole cost and expense, promptly submit such plans, in writing, to the appropriate Agency. Only upon written consent by the appropriate Agency shall MBO proceed with such plans. The Agency may deny such request for changes or alteration without cause. If such plans are approved by the Agency, MBO, at its sole cost and expense, shall protect or move the affected System Materials in a manner satisfactory to the Agency's Representative as soon as reasonably practicable.
- b) If an Agency determines that any System or the location thereof must be changed or altered because of Agency operations or planned operations, or an Agency desires to renew, replace, repair or alter any of its bridges, culverts, structures, roads, properties, facilities or appurtenances or to construct new ones, such Agency shall notify MBO of such plans. MBO, at MBO's expense, shall protect or move the affected parts of the System in a manner satisfactory to the Agency's Representative as soon as reasonably practicable.

ARTICLE 13

TRAFFIC REGULATIONS

13.1 Access. All use of the Rights-of-Way shall be designed, made, and maintained in accordance with Chapter IV of the current "Manual on Uniform Traffic Control Devices: U.S. Department of Transportation" and Oklahoma Department of Transportation

Standards, Edition of 1988 and any subsequent revisions. It is agreed upon that MBO shall not permit its vehicles and personnel to stop in the traffic lanes, center medians or paved shoulders of the Turnpikes.

- 13.2 <u>Traffic Area</u>. MBO shall keep traffic lanes, center medians, paved shoulders or other traffic areas free of excavated material, installation equipment, conduit, and other materials and equipment unless the traffic areas have been appropriately marked and closed, which such closings must be approved, in advance, by OTA.
- 13.3 <u>Traffic Control</u>. MBO shall be responsible for the placement and cost of all traffic control devices, required by the Agency, and shall comply with the current manual of Uniform Traffic Control Devices and Oklahoma Department of Transportation Standards, Edition of 1988 and all subsequent revisions.
- 13.4 <u>Highway Safety</u>. MBO shall operate to avoid, to the extent practicable, actions which could endanger the System or the operation of an Agency. MBO shall use all precautions to not interfere with Agency operations in the Rights-of-Way. An Agency may, at its option, request that employees, agents and contractors of MBO who are or will be involved in the engineering, construction, installation, operation or maintenance of the System be trained in highway safety matters via courses or materials to be offered or provided by the Agency at the cost of the Agency.

ARTICLE 14

INSURANCE

14.1 Required Coverage. Throughout the term of this Agreement:

- a) MBO shall procure and maintain in force, at its own cost and expense, Commercial General Liability insurance, including Automobile/Vehicle Liability for owned non-owned and hired automobiles, covering liability assumed by MBO under this Agreement, including a contractual liability coverage endorsement referring to this Agreement, coverage for contractors, premises operations, explosion, collapse and underground hazard, products liability, completed operations, personal and bodily injury, and broad form commercial general property damage, with a combined single limit of not less than \$10,000,000 for bodily and personal injury (including death) and property damage per occurrence.
- b) MBO shall also procure and maintain in force Worker's Compensation Insurance in compliance with statutory requirements and with statutory limits, including an "All States" endorsement, and Employer's Liability Insurance with limits of not less than \$1,000,000.
- 14.2 <u>No Waiver of Liability</u>. The maintenance of the insurance hereinabove specified shall not limit MBO's liability under this Agreement, but shall be additional security therefor.

14.3 General Conditions.

- a) The limits of the policies required hereunder shall be modified from time to time as required by the Agencies to meet changed circumstances, including, but not limited to, changes in the purchasing power of the dollar and in the magnitude of plaintiffs' verdicts in personal injury actions; provided, however, that such limits shall not be modified more frequently than once every five years.
- b) All insurance required hereunder shall be effected by valid and enforceable policies issued by insurers licensed to do business in the State of Oklahoma.
- c) To the extent reasonably obtainable, all the policies required hereunder shall contain agreements by the insurers that (a) no act or omission to act by an additional insured shall impair or affect the rights of the insured to receive and collect the proceeds of such policy, and (b) except in respect of cancellation for non-payment of premium, such policies shall not be canceled or materially changed upon less than 30 days prior written notice to the Agencies.
- d) Prior to commencing work hereunder on any Approved System Segment, and at any other time upon the request of an Agency, MBO shall furnish to the requesting Agency certificates of insurance or other evidence thereof attesting that the insurance required under Article 14 is in effect.
- e) Nothing in the Article 14 shall be construed to prevent MBO from satisfying its insurance obligations pursuant to this Agreement under a blanket policy or policies which meets or exceeds the requirements hereof.

ARTICLE 15

LIENS AND ENCUMBRANCES

MBO shall not permit the creation of any mortgage, pledge, security, interest, lien or encumbrance on or pertaining to the Rights-of-Way or any other property or rights of the Agencies, including without limitation tax liens or encumbrances and liens or encumbrances with respect to work performed or equipment furnished in connection with the construction, installation, repair, maintenance or operation of the System; provided, however, that the existence of such Liens or Encumbrances shall not constitute a violation of this sentence if payment with respect thereto is not yet due and payable; and provided further that MBO may, after written notice to the Agencies, contest the same or the validity thereof in good faith by appropriate proceedings which shall operate to prevent the enforcement of such Lien or Encumbrance so contested against any property or rights of an Agency. Nothing in this Agreement shall prevent or prohibit MBO from financing the construction and installation of the MBO FOC or the MBO System with loans from one or more lenders on terms satisfactory to MBO or prevent or prohibit MBO from securing the repayment

of such loans with any mortgage, security agreement or other security document creating one or more consensual liens or security interests in or with respect to the MBO FOC, the MBO System and the rights of MBO under this Agreement, including but not limited to the nonexclusive right of MBO to use the Approved System Segments for the purposes of this Agreement; provided, however, that any such lien or security interest shall expressly exclude and shall not encumber the Agency Fibers during the term of this Agreement or any renewal hereof or any part of the Agency System, the Rights-of-Way or any other rights or property of the Agencies.

15.2 Ownership of Systems. Nothing in this Agreement shall be deemed to give, and each Agency hereby expressly waives any claim of, ownership in any part of the MBO System or Agency Fibers. Each Agency hereby agrees that no portion of the MBO System or Agency Fibers shall be or become subject to or collateral under any mortgages, bonds or other indentures of such Agency.

ARTICLE 16

TERM OF AGREEMENT

- 16.1 <u>Term of Agreement</u>. The term of this Agreement shall commence at 12:01 a.m. on the Effective Date hereof and shall terminate at 12:01 a.m. on the twentieth anniversary of the Effective Date, unless renewed pursuant to Paragraph 16.2 hereof or sooner terminated pursuant to Paragraph 16.3 hereof.
- 16.2 Renewal. MBO shall have the option to renew this Agreement for two additional 10 year terms. The first renewal shall commence at 12:01 a.m. on the twentieth anniversary of the Effective Date and the second renewal shall commence at 12:01 a.m. on the thirtieth anniversary of the Effective Date; provided, however, that the right to renew shall be available to MBO only if MBO is not in default under any of the provisions of this Agreement as of the beginning date of each renewal term. Each option shall be exercisable by MBO giving written notice of extension to the Agencies by March 1, 2015 and by March 1, 2025, respectively, and each renewal term shall be on the same terms and conditions as set forth herein except this option to renew.
- 16.3 <u>Termination</u>. This Agreement shall terminate upon the happening of any of the following events;
- a) Complete abandonment in place of the System by MBO. At such time and in such event, the ownership of the System shall transfer to the Agencies.
 - b) Written mutual agreement of the parties hereto.
 - c) Breach, pursuant to section 17.1 hereof.

- d) In the event of mutual termination by the parties hereto, MBO shall, at MBO's sole cost and expense, at the option of the appropriate Agency, either remove MBO facilities and restore the Approved System Segments to a condition and in a manner satisfactory to the Agency or abandon the same in place.
- 16.4 <u>Effect on Obligations</u>. Termination of the Agreement pursuant to this Article 16 shall terminate all obligations of the parties hereunder and this Agreement shall become void and have no effect without any liability on the part of any party, except for the obligations under Article 21, below.

BREACH, REMEDIES

17.1 Breach.

- a) In the event of a breach of this Agreement by either party, MBO and the Agencies each agree that neither shall proceed against the other by litigation before the offending party has had written notice of and reasonable time, not to exceed 30 calendar days, to respond and cure such breach or defect; <u>provided</u>, <u>however</u>, neither party shall be required to give the other time to respond and cure if any such delay will cause irreparable harm.
- b) For purposes of this Article, any substantial noncompliance or repeated noncompliance which of itself might be considered minor or singular, shall constitute a breach by either party.
- 17.2 <u>Remedies</u>. Remedies available to each party shall include: 1) specific performance in equity; and/or 2) litigation for damages and costs; and/or 3) termination.
- a) Any waiver by any party at any time of any of its rights as to anything herein contained shall not be deemed to be a waiver of any breach of covenant or other matter subsequently occurring.

ARTICLE 18

REPRESENTATIONS AND WARRANTIES

18.1 <u>Representations of MBO</u>. MBO represents and warrants to the Agencies that (a) it has full right and authority, including any requisite corporate, governmental and third party approvals, to enter into and to perform its respective obligations under this Agreement; (b) the execution of this Agreement does not violate its charter, by-laws or any law, regulation or

agreement by which it is bound or to which it is subject; and (c) no litigation or governmental proceeding is pending or, to the knowledge of MBO, is threatened which might aversely affect this Agreement, the transactions contemplated by this Agreement, or the rights of the parties hereunder.

18.2 Representations of Agencies. Each Agency represents to MBO that (a) it has full right and authority to enter into and perform its respective obligations under this Agreement; (b) the execution of this Agreement does not violate (i) its charter or by-laws, (ii) any rule, order or regulation applicable to such Agency which has not been waived, or (iii) to its knowledge, without having conducted any independent investigation, any license, permit, property interest conveyance, franchise or right of way which may adversely affect MBO's use of the Rights-of-Way or its right to grant the privileges herein provide for; (c) no litigation or government action or proceeding is pending or, to its knowledge threatened, which might adversely affect this Agreement, the transactions contemplated herein or the rights of the parties hereunder; and (d) to its knowledge, without having conducted any independent investigation, the Agencies collectively own all requisite right, title and interest (by fee, license, grant or other interest) in and to the Rights-of-Way, free and clear of any applicable lien, charge, mortgage, pledge, security interest, restrictions or other encumbrance of any kind, in order to grant MBO such privileges and to perform all of their other obligations under this Agreement.

ARTICLE 19

RECORDING, TAXES AND OTHER CHARGES

MBO agrees that if it is determined by any state or local government authority that the sale, acquisition, license, grant, transfer or disposition from the Agencies to MBO of any part or portion of the property or rights herein described requires the payment of any tax, (including sales or use tax) under any state or federal statute, regulation or rule, MBO shall pay the same, plus any penalty or interest thereon, directly to said taxing authority and shall hold the Agencies harmless therefrom. MBO shall pay all annual or periodic taxes levied or assessed upon the MBO System or on account of the existence or use the MBO System, and shall indemnify the Agencies against the payment thereof.

ARTICLE 20

INDEPENDENT CONTRACTOR STATUS

The Agencies and MBO acknowledge and agree that they reserve no control whatsoever over the employment, discharge, compensation of or services rendered by the employees or contractors of the other party, notwithstanding the ability of the parties under this Agreement to exercise certain rights to enforce the various standards and specifications agreed

upon pursuant to the Agreement. Nothing in this Agreement shall be construed as inconsistent with the foregoing independent contractor status or relationship or as creating or implying any partnership or joint venture between MBO and an Agency.

ARTICLE 21

LIABILITY, INDEMNITY

21.1 <u>Liability and Indemnity</u>.

- a) MBO, as a further consideration and as a condition without which this Agreement would not have been executed and delivered by the Agencies, agrees to indemnify, defend and save harmless the Agencies, their respective officers, employees and agents and to assume all responsibility and liability for death of, or injury to any persons, including but not limited to, officers, employees, agents, patrons, invitees or licensees of the parties hereto and for loss, damage or injury to any property, including but not limited to, that belonging to the Agencies, together with all liability for any expenses, attorneys' fees and costs incurred or sustained by the Agencies, arising from or growing out of, or in any manner or degree directly or indirectly caused by, attributable to, or resulting from any neglect, negligence by or on the part of MBO, its officers, employees or agents in connection with the grant or exercise of the privileges hereunder to MBO or the construction, maintenance, repair, renewal, alteration, change, relocation, existence, presence, use, operation or removal of the MBO System or of any structure incident thereto or any activity conducted by or on behalf of MBO on or in the vicinity of the Rights-of-Way.
- b) Anything in this Agreement to the contrary notwithstanding, MBO shall release and indemnify and save harmless the Agencies, their respective officers, employees and agents, for any damage to the property of MBO, including the MBO System or any of MBO's facilities and all appurtenances thereto or property of MBO's officers, employees, agents, contractors or subcontractors, arising from or growing out of, or in any manner or degree directly or indirectly caused by, attributable to, or resulting from the grant or exercise of the privileges hereunder to MBO or the construction, maintenance, repair, renewal, alteration, change, relocation, existence, presence, use, operation or removal of any structure incident thereto or from any activity conducted by or on behalf of MBO or the Agencies on or in the vicinity of the Rights-of-Way; provided, however, that this release and indemnification shall not release, indemnify or otherwise protect the Agencies from any gross negligence or intentional misconduct by or on the part of either Agency or its officers, employees or agents. The Agencies make no representations concerning the structural integrity or suitability of any of their respective property or facilities to be used by MBO hereunder and MBO accepts such property and facilities in their present "as-is" condition and it is expressly understood that MBO uses said facilities at its own risk.

- c) At the election of the Agencies, MBO, upon receipt of notice to that effect, shall assume or join in the defense of any claim based on allegations purporting to bring said claim within the coverage of this Article.
- d) IN NO EVENT SHALL ANY PARTY BE RESPONSIBLE FOR SPECIAL, INDIRECT, CONSEQUENTIAL OR INCIDENTAL DAMAGES, INCLUDING, WITHOUT LIMITATION, INTERRUPTION, DISCONTINUANCE OR INTERFERENCE WITH ANOTHER PARTY'S SERVICE UNDER OR IN CONNECTION WITH THE OTHER PARTY'S SYSTEM, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

ENVIRONMENTAL MATTERS

- 22.1 <u>Notice Requirements</u>. Upon learning of any hazardous or toxic waste conditions within an Approved System Segment or any other portion of the Rights-of-Way which would adversely affect or interfere with the exercise of MBO's rights hereunder, each party agrees to promptly inform the other of the existence of such hazardous or toxic waste condition.
- 22.2 <u>Alternate Locations</u>. Upon learning of any such hazardous or toxic waste condition on Rights-of-Way areas within which a System is intended to be or is located, the applicable Agency shall, to the extent available to it, offer MBO, without payment of any additional consideration therefor, alternate contiguous areas within which the System may be relocated to avoid such hazardous or toxic waste areas.

ARTICLE 23

MISCELLANEOUS

- 23.1 Entire Agreement. This Agreement sets forth the entire agreement between the parties with regard to the subject matter of this Agreement. All agreements, covenants, representations and warranties, express or implied, oral and written, of the parties with regard to the subject matter of this Agreement are contained in this Agreement, the Exhibits hereto, and the documents referred to or implementing the provisions of this Agreement. No other agreements, covenants, representations or warranties, express or implied, oral or written, have been made by either party to the other with respect to the subject matter of this Agreement. This is an integrated agreement.
- 23.2 Governing Law and Choice of Forum. The validity, construction and performance of this Agreement, and any action arising out of or relating to this Agreement shall

be governed by the laws, without regard to the Laws as to choice or conflict of laws, of the State of Oklahoma.

- 23.3 <u>Waiver and Amendment</u>. This Agreement may be amended, supplemented, modified and/or rescinded only through an express written instrument signed by all parties or their respective successors and permitted assigns
- 23.4 <u>Assignment</u>. The obligations of the parties under this Agreement shall not be assigned without the written approval of the other parties.
- 23.5 <u>Successors and Assigns</u>. Each of the terms, provisions and obligations of this Agreement shall be binding upon, shall inure to the benefit of, and shall be enforceable by the parties and their respective legal representative, successors and permitted assigns.

23.6 Notices.

a) Unless otherwise provided herein, all notices and communications concerning the Agreement shall be addressed to the other party as follows:

If to MBO:

MBO Video, Inc. P.O. Box 250 Earlsboro, OK 74840

If to the Agencies:

Gary Brown 3500 Martin Luther King Ave. Oklahoma City, OK 73136-0357

or at such other address as may be designated in writing to the other party.

b) Unless otherwise provided herein, notices shall be sent by registered or certified U.S. Mail, postage prepaid, or by commercial overnight delivery service, or by facsimile, and shall be deemed served or delivered to the addressee or its office on the date of return receipt acknowledgment or, if postal claim notices are given, on the date of its return marked "unclaimed,"; provided, however, that upon receipt of a returned notice marked "unclaimed," the sending party shall make reasonable effort to contact and notify the other party by telephone.

23.7 Severability.

- a) This Agreement is executed by all parties under current interpretations of applicable federal, state or local statute, ordinance, law or regulations.
- b) Each and every separate division (paragraph, clause, item, term, condition, covenant or agreement) herein contained shall have independent and severable status from each other separate division or combination thereof, for the determination of legality, so that if any separate division herein is determined to be unconstitutional, illegal, violative of trade or commerce, in contravention of public policy, void, voidable, invalid or unenforceable for any reason, that separate division shall have no effect upon the validity or enforceability of each and every other separate division herein contained, or any other combination thereof.
- 23.8 <u>Further Action</u>. Each party agrees to perform any further acts and to execute and delivery an other documents which may be reasonable necessary to effect the provisions of this Agreement.
- 23.9 <u>Warranty of Authority</u>. Each of the individuals signing this Agreement on behalf of a party warrants and represents that such individual is duly authorized and empowered to enter into this Agreement and bind such party.
- 23.10 <u>Counterparts</u>. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute a single agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed.

MBO VIDEO, INC.
By: VICE PRESIDENT
OKLAHOMA OFFICE OF STATE FINANCE
By: Director
OKLAHOMA TURNPIKE AUTHORITY
By: Meal McColl Title: Director
OKLAHOMA DEPARTMENT OF TRANSPORTATION
By: Title:
Title:

EXHIBIT A

RIGHTS OF WAY

Oklahoma Turnpike Authority

- 1. The Cimarron Turnpike from the Cimarron Turnpike Maintenance Facility, Morrison, Oklahoma to the East end of the Cimarron Turnpike.
- 2. The Cimarron Turnpike spur to Stillwater, Oklahoma.
- 3. The Creek Turnpike, Tulsa, Oklahoma.
- 4. The Muskogee Turnpike from Tulsa, Oklahoma to end of the Turnpike in Muskogee, Oklahoma.

EXHIBIT B

COMPLETION OF WORK

Phase 1

OTA-Cimarron Fibers 180 working days after final approval of

Working Plans

OSF-Cimarron Fibers 180 working days after final approval of

Working Plans

Morrison Fibers 180 working days after final approval of

Working Plans

Morrison Extra Fibers 180 working days after final approval of

Working Plans

Norman Transmission Capacity 180 working days after final approval of

Working Plans

Phase 2

OSF-Muskogee Fibers from UCAT to 120 working days after completion of Phase 1

OETA Transmission Center

Phase 3

Creek Fibers 120 working days after completion of Phase 2

Phase 4

OTA-Muskogee Fibers 180 working days after completion of Phase 3

OSF-Muskogee Fibers from OETA 180 working days after completion of Phase 3

OETA Transmission Center to Muskogee

Phase 4

Highway 75 Fibers 180 working days after completion of Phase 4

As used herein, the term "working days" shall mean all calendar days on which weather permits work to be conducted on the construction and installation of the System, except Saturdays, Sundays and legal holidays in the State of Oklahoma.

EXHIBIT C

APPROVED SYSTEM SEGMENTS

A six foot wide strip, 3 foot on each side of a center line, identified in the Working Plans and approved by the appropriate Agency.

- 1. From the Oklahoma State University, Stillwater, Oklahoma to the University Center at Tulsa, Tulsa, Oklahoma via the Cimarron Turnpike and U.S. Highway 412.
- 2. From a location along the Cimarron Turnpike where the Cimarron Turnpike Stillwater spur connects to the Cimarron Turnpike to the Cimarron Turnpike Maintenance Facility, Morrison, Oklahoma.
- 3. From the University Center at Tulsa, Tulsa, Oklahoma to Muskogee, Oklahoma via I-244 in Tulsa, Oklahoma and the Muskogee Turnpike.
- 4. From a location along the Broken Arrow Expressway, Tulsa, Oklahoma along a route on the Mingo Valley Expressway, Tulsa, Oklahoma through the Creek Turnpike, Tulsa, Oklahoma West to U.S. Highway 75, Tulsa, Oklahoma.
- 5. From the intersection of U.S. Highway 75, Tulsa, Oklahoma and the Creek Turnpike, Tulsa, Oklahoma North along U.S. Highway 75, Tulsa, Oklahoma to State Highway 412, Tulsa, Oklahoma.